

14. Severability. The parties agree that (i) the provisions of this Agreement shall be severable in the event that for any reason whatsoever any of the provisions hereof are invalid, void or otherwise unenforceable, (ii) to the fullest extent permitted by law, such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and (iii) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

15. Specific Performance. The obligations of the parties hereto (including the Escrow Agent) and the obligations of the Parties to the Purchase Agreements are unique in that time is of the essence, and any breach in performance hereunder by any party will result in irreparable harm to the other parties hereto. Accordingly, any party may seek specific performance and/or injunctive relief before any court of competent jurisdiction in order to enforce this Agreement or the Purchase Agreements or to prevent violations of the provisions thereof, and no party shall object to specific performance or injunctive relief as an appropriate remedy. The Escrow Agent acknowledges that its obligations, as well as the obligations of the Parties hereunder, are subject to the equitable remedy of specific performance and/or injunctive relief. The Parties further agree to take all steps necessary for the timely performance of each party's obligations under the Purchase Agreements, including the preservation of rights to the relocation of the Station from Harrogate, Tennessee to Halls Crossroads, Tennessee, as set forth in MB Docket No. 03-120 of the Federal Communications Commission.

16. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Miscellaneous. This Agreement, and with respect to the Parties, the Purchase Agreements, embody the entire agreement and understanding of the parties concerning the Escrow Funds, and, in the event of any inconsistency between this Agreement and the Purchase Agreements regarding the Escrow Funds, this Agreement shall control. This Agreement may be amended only by a writing signed by the party against whom the enforcement charge of such amendment is sought. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee, exclusive of the choice of law rules utilized in that state. This Agreement shall bind and inure to the benefit of the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns. This Agreement shall terminate upon distribution of all amounts held hereunder.

18. Identifying Information. The Parties acknowledge that a portion of the identifying information set forth on *Schedule A* is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "*Act*"), and the Parties agree to provide any additional information reasonably requested by the Escrow Agent in connection with the Act or any similar legislation or regulation to which the Escrow Agent is subject, in a timely manner. The Parties each represent that all identifying information set forth on *Schedule A*, including without limitation, Taxpayer Identification Numbers assigned by the Internal Revenue Service or

any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

19. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and enforceable, but all of which counterparts, taken together, shall constitute one and the same instrument. Faxed copies of the Agreement and faxed signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Buyer:

**M & M BROADCASTING**

By: \_\_\_\_\_

Name: Ronald C. Meredith

Title: Partner

Seller:

**CUMBERLAND OMNIMEDIA, LLC**

By: \_\_\_\_\_

Name: Joshua R. Wilkey

Title: President

Escrow Agent:

\_\_\_\_\_  
Joshua R. Wilkey

## SCHEDULE A

1. Escrow Funds.

Escrow Deposit:	\$30,000.00
Escrow Funds wiring instructions:	[Bank Name] ABA# Account # ATTN: Re:

2. Escrow Agent Fees.

Acceptance Fee:	\$0.00
Annual Escrow Fee:	\$0.00
Out-of-Pocket Expenses:	\$0.00
TOTAL	\$0.00

3. Taxpayer Identification Numbers.

Buyer:	_____
Seller:	_____
M & M:	_____

4. Representatives.

The Escrow Agent may rely on and shall be fully authorized to act or fail to act in accordance with the written instructions of the persons below (each, a "Representative") with respect to this Agreement:

On Behalf of Buyer:

Name

Signature

Ronald C. Meredith

\_\_\_\_\_

On Behalf of Seller:

Name

Signature

Joshua R. Wilkey

\_\_\_\_\_

5. Representative Information. The following information should be provided to Escrow Agent separately by each Representative and any future Representative.

1. Date of Birth
2. Address
3. Mailing Address, if different
4. Social Security Number

### **OTHER BROADCAST INTERESTS**

Beulah Pursiful serves as president, secretary and treasurer of JBD, Inc., licensee of WXJB(FM), Harrogate, Tennessee (FID# 30610), Countrywide Broadcasters, Inc., licensee of WFXY(AM), Middlesboro, Kentucky (FID# 14070) and Cumberland Media, Inc., licensee of WANO(AM), Pineville, Kentucky (FID# 31153). The Estate of Warren A. Pursiful (Brent B. Pursiful, Administrator) is the 100 % shareholder of JBD, Inc., licensee of WXJB(FM), Harrogate, Tennessee (FID# 30610), Countrywide Broadcasters, Inc., licensee of WFXY(AM), Middlesboro, Kentucky (FID# 14070) and Cumberland Media, Inc., licensee of WANO(AM), Pineville, Kentucky (FID# 31153). Beulah Persiful is the mother of Brent B. Pursiful.

### PARTIES TO APPLICATION

The applicant herein, M & M Broadcasting, is a Tennessee general partnership whose address is P.O. Box 329, Clinton, Tennessee 37717. Its two partners are:

Name and Address	Citizenship	Positional Interest	Voting %	Total Assets %
Ronald C. Meredith Clinton, Tennessee	US	General Partner	50	50
Malicote Family LP Lafollette, Tennessee	US	General Partner	50	50

Malicote Family LP is a family limited partnership organized under the laws of the State of Tennessee. Its two general partners and two limited partners are:

Name and Address	Citizenship	Positional Interest	Voting %	Total Assets %
Michael S. Malicote Lafollette, Tennessee	US	General Partner	50	1
Deborah J. Malicote Lafollette, Tennessee	US	General Partner	50	1
Meredith M. Finstad Lafollette, Tennessee	US	Limited Partner	0	49
Michael C. Malicote Lafollette, Tennessee	US	Limited Partner	0	49

Michael S. Malicote and Deborah J. Malicote are husband and wife and the parents of Meredith M. Finstad and Michael C. Malicote.

**OTHER BROADCAST INTERESTS OF ASSIGNEE**

Ronald C. Meredith, general partner of M & M Broadcasters (the applicant herein) also serves as president, director and 100 % shareholder of Clinton Broadcasters, Inc., licensee of WYSH(AM), Clinton, Tennessee (FID# 12049). Neither the applicant nor its two partners hold any interest in any other broadcast station.

### CERTIFICATE OF SERVICE

I certify that on this 13<sup>th</sup> day of January, 2005, I caused to be sent by U.S. mail, postage prepaid, copies of the foregoing Petition for Reconsideration to the following:

Deborah A. Dupont\*  
Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W., Room 2-A834  
Washington, D.C. 20554

Andrew J. Rhodes\*  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W., Room 2-C261  
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Karen McNeill

\*Via Hand Delivery